



WORK AND FAMILY COMMITTEE  
STATE EMPLOYEE DEPENDENT CARE PROGRAM

**APPLICATION PACKAGE FOR  
DEPENDENT CARE EXPANSION  
GRANT**





## **Table of Contents**

<u>Grant Package Outline</u>	<u>Page</u>
Program Introduction and Scope	4
Grant Selection Criteria	4
Application Process Description and Required Forms	5
Forms:	
• Forms Checklist	6
• Grant Application	
Part I Applicant Information	7
Part II Project Profile	8
Part III Client Population	9
Part IV Facility Description	10
Part V Facility Fiscal Information	11
Part VI Program Expansion Plan	15
Appendix I: Sample Grant Agreement Form with attachments (for reference only)	17

For electronic copies of this grant application please visit:  
<http://www.dpa.ca.gov/workingfamilies/home.shtm>



WORK AND FAMILY COMMITTEE  
STATE EMPLOYEE DEPENDENT CARE PROGRAM

## APPLICATION PACKAGE FOR DEPENDENT CARE EXPANSION GRANT

### PROGRAM INTRODUCTION AND SCOPE

In September of 2000, the State of California Work and Family Labor Management Committee (hereafter called 'Committee') published a report of its findings regarding family related issues of importance to State employees. The report found that 74% of California State employees reported problems with dependent care. The report recommended that funds be set aside to support the growth of more affordable, quality dependent care services for State employees. A grant fund of \$500,000 has been allocated for the purpose of providing funds for new child care facilities (Child Care Start-up Grants), and capital outlay requests for existing facilities that wish to remodel or expand (Dependent Care Expansion Grants).

This application package is for **Dependent Care Expansion Grants** up to a maximum of \$50,000 per award. A separate application process has been established for Child Care Start-up Grants. The attached materials represent the complete application packet. It includes forms, instructions and references to help make the job of expanding a dependent care facility easier for you. Grants obtained from this fund are only available to non-profit corporations in partnership with other government agencies for the purpose of providing day care to the dependents of State employees.

### GRANT SELECTION CRITERIA

In order to be eligible for funding, an existing organization must meet the following criteria:

- Be operated by a non-profit corporation. At least one voting position on the corporation Board of Directors must be designated for a State employee.
- Is a licensed day care provider for the type of dependent care offered (i.e. child care, adult day care, etc.). Residential care facilities are not eligible for this grant.

- Have operations that are financially sound; have fiscal control and accounting systems that conform to generally-accepted accounting principles.
- Include in the enrollment policy a provision giving priority to dependents of State employees for a designated number of program slots.
- Establish a partnership agreement with one or more State of California agencies in the organization's geographical area.

## **APPLICATION PROCESS DESCRIPTION**

Existing on-site dependent care facilities which meet the criteria discussed above may apply for a Dependent Care Expansion Grant. Funding cannot be provided if these requirements are not fully met.

Application – Upon completion of the above steps, and all the forms included in this packet, the employees will submit their application, along with the required documentation, to the Committee for review. Applications will be accepted on an open, continuous filing basis while funds exist.

Review/Approval – The submitted application will be carefully reviewed by the Committee and any questions or concerns will be discussed with corporate board members. Committee members or DPA staff may visit the facility for inspection. The Committee will then make a final recommendation to the Department of Personnel Administration (DPA) management regarding approval of a grant for the proposal. The DPA will make the final determination to approve or deny granting of the funds.

Grant – Upon approval of an application, the corporate board will be required to sign a grant agreement with the State of California. (A Sample Agreement is attached in Appendix I for your reference.) The corporate board will then receive a grant not to exceed \$50,000.

Subsequent Reviews – The Corporation will be required to be audited when the expansion grant project is completed, or 12 months after the grant funding is received, whichever is sooner, to ensure that the grant fund monies awarded have been spent in accordance with the legal agreement, that trust funds are properly established and that fiscal controls are being observed. This audit will generally be performed by the sponsoring agency, unless arrangements are approved by the Department of Personnel Administration. This subsequent review audit is for grant purposes only and it is not intended to fulfill the annual fiscal audit requirement.

Any questions regarding specific items discussed in the attached application materials, or the specific grant criteria, may be addressed to:

Department of Personnel Administration  
Attention: Rosanne McHenry  
 Work and Family Committee  
 1515 S Street, North Building, Suite 400  
 Sacramento, CA 95814  
 (916) 327-0522 or RosanneMcHenry@dpa.ca.gov

## Dependent Care Expansion Grant – Forms Checklist

Applicant Corporation Name: \_\_\_\_\_

Applicants are responsible for accurate, current, and complete information about their organization and the services proposed. Decisions regarding eligible applicants and proposals that are ultimately funded will be based on what applicants provide in their proposals. Therefore, submission of all required documentation must be completed in the manner outlined in this application packet. All pages and attachments must be numbered in sequential order. Please submit one signed original application package and *six* completed copies. **Include this page with your application.**

- ☐ **Part I – Applicant Information**
- ☐ **Part II – Project Profile**
- ☐ **Part III – Client Population**
  - ☐ Attach: Admissions/Enrollment Policy
- ☐ **Part IV – Facility Description**
  - ☐ Attach: Street Map
  - ☐ Attach: Bylaws and Policy Documentation
  - ☐ Attach: Admission Agreement between Guardian and Facility
  - ☐ Attach: Articles of Incorporation
  - ☐ Attach: Current California Department of Social Services Day Care License(s)
  - ☐ Attach: Parent/Guardian Handbook, if applicable
  - ☐ Attach: Current Organizational Chart
- ☐ **Part V – Facility Fiscal Information**
  - ☐ Attach: Latest Financial Statement
  - ☐ Attach: Latest Independent Audit Report
  - ☐ Attach: Certificate of Liability Insurance
  - ☐ Attach: Fee Schedule
  - ☐ Attach: Current Annual Budget
  - ☐ Attach: Description of Grant Funds Tracking System
  - ☐ Attach: Fiscal Function Matrix
- ☐ **Part VI – Program Expansion Plan**
  - ☐ Attach: Grant Expenditure Plan
  - ☐ Attach: Project Budget
  - ☐ Attach: Project Personnel Duty Statements

I certify that I have reviewed the proposal and all required documents are attached.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**RETURN ONE SIGNED ORIGINAL AND SIX COPIES OF THE COMPLETED FORMS WITH ATTACHMENTS TO:**

Department Of Personnel Administration  
Attention: Rosanne McHenry  
Work and Family Committee  
1515 S Street, North Building, Suite 400  
Sacramento, CA 95814  
(916) 327-0522  
RosanneMcHenry@dpa.ca.gov

<b>EXPANSION GRANT APPLICATION</b>	
<i>Note: Please read the instructions in this packet before completing the application.</i>	
This is an application for a grant from the Work and Family Program Dependent Care Grant Fund to expand existing dependent care services for State employees. The submission of this application does not obligate the Committee to recommend funding. If the application is approved, an agreement will be executed between the State of California and the applicant. When funding is authorized, the applicant will be expected to adhere to the requirements in the agreement.	
<b>PART I – APPLICANT INFORMATION</b>	
Full legal name of Applicant Corporation	
Mailing address – Street, City, Zip Code	
Board President – Name	Phone
Vice President – Name	Phone
Secretary/Treasurer – Name	Phone
Corporate Registration Number (Assigned by the Secretary of State)	
CERTIFICATION: I hereby certify that (a) the information reported in this application is, to the best of my knowledge, complete and accurate; (b) the applicant corporation named in this application has authorized me, as its representative, to submit this application; (c) the applicant corporation is authorized to do business with the State of California; and (d) no current member of the Work and Family Committee is a member of the corporation's Board of Directors.	
Signed (Board President or Authorized Representative)	Date



## PART II – PROJECT PROFILE

1. Title of Proposal:

2. Facility Name:

How are you currently licensed?

3. Project Director – Name:

Phone

4. Amount of funds requested (up to \$50,000):

5. Please provide a brief narrative of the type of program and services to be provided (brief narrative):

6. Proposed license category if grant funds are awarded?

7. Number and type of population to be served:

### Project Objectives:

Describe the measurable, observable results that will occur as a result funding (Attach additional page as necessary.)

### Applicant Information:

Provide a brief history and description of the applicant agency. Include a description about your experience or the experience of your group or organization. The description should also include a discussion of how your organization's experience specifically relates to the work proposed in your project. Attach additional pages as necessary.



**PART III –CLIENT POPULATION**  
(Attach additional pages as needed)

1. Specify the licensed capacity of your facility, including a breakdown by age group.

2. How many individuals are currently enrolled in your facility?

3. What State departments are located within a three to five-mile radius of the facility site?

4. Explain how your program provides, or will provide for, priority placement for the dependents of State employees.

5. Do you have a waiting list for your facility?

☐ Yes ☐ No

If yes, how many individuals are on it?

6. If your facility is not filled to capacity and you have no waiting list, explain what steps you are taking to increase enrollment.

7. Attach a copy of your admissions/enrollment policy.



### PART IV – FACILITY DESCRIPTION

- 1) Describe the location of the facility (attach a copy of a street map indicating location).
  
- 2) List the CA State Agency with whom you have a partnership agreement. Describe this agreement
  
- 3) Describe the composition of your Board of Directors. How many are State employees? If there are currently no State employees on the Board, describe how the Board membership will change to meet eligibility criteria for this grant.
  
- 4) Describe the process by which the Board of Directors interacts with the facility director in determining organizational policies, including program and fiscal policy. Is an advisory group established? What is each responsible for? What is the process for communication between parties? Attach additional sheet as needed. Attach your bylaws and other policy documentation.
  
- 5) Indicate the days and hours of operation. If hours of operation vary from day to day, specify hours of operation for each day. What is the operating policy for Saturdays, Sundays, holidays, school vacations, etc.? Attach additional sheet if needed.
  
- 6) Do you accommodate other than full-time individuals at the facility?  
  
☐ Yes ☐ No
  
- 7) Attach a copy of the following:
  - A. Admission Agreement between Guardian and Facility
  - B. Articles of Incorporation
  - C. Current California Department of Social Services Day Care License(s) and/or Department of Health Services Adult Day Health Care License, as appropriate
  - D. Parent/Guardian Handbook, if applicable
  - E. Current Organizational Chart

**PART V – FACILITY FISCAL INFORMATION**

1. Please summarize the group's available resources, including expertise and financing. Describe all fund raising activity and the amount of money raised. (The information provided will not affect the amount of grants awarded.)

2. Has your facility received additional funding from other sources (i.e., charitable contributions, equipment, etc.) within the past 3 years?

☐ Yes ☐ No

If yes, indicate the nature of the funding and the source.

3. Specifically discuss your bookkeeping and accounting system; system for receipt and disbursement of funds; procedures for safeguarding assets, including inventory control system; method of fee collection, including special fees, late charges, etc.

4. Attach a copy of your company's latest financial statement.

5. Attach a copy of your company's latest independent audit report.

6. Attach a copy of your Certificate of Liability Insurance.

## PART V – FACILITY FISCAL INFORMATION (continued)

7. Attach a copy of your fee schedule, including any hourly, daily, or weekly rates. Describe methods used to meet the needs of low-income parents/guardians.

8. Attach a copy of your approved annual budget for the current year.

9. Attach a description of how you will track purchases of goods and services from Dependent Care Expansion Grant Funds.

10. Complete the Fiscal Function Matrix included in the next two pages
- Enter the name of your facility at the top.
  - Enter the names of each individual listed (by position) across the top of the matrix. The titles may be adjusted to reflect the correct titles of individuals involved in your facility operations. List all parties who perform each of the functions listed.
  - Indicate, by check mark, all functions performed by each individual.
  - If any function listed is not performed by anyone involved in your facility operations, attach a separate sheet with an explanation of why the function is not performed. *This sheet should be attached directly to the matrix when your application package is submitted.*

FISCAL FUNCTION MATRIX																	
DEPENDENT CARE FACILITY: _____																	
Accounting/Record Keeping	Employee's Name and Functional Title																
The following are fiscal functions The Committee considers important. Indicate with a check mark all parties Who perform each function. If a function is not performed, attach a sheet which explains why.	President	Vice President	Secretary	Treasurer	Cntr. Director	Asst. Director	Head Teacher	Teacher	Bookkeeper	Aide	Other						
Maintain Accounting Records																	
Maintain Chart of Accounts																	
Maintain General Ledger																	
Recon. Billings to Expense Acct. in General Ledger																	
Maintain Record of Cash Disbursements																	
Review Cash Balances																	
Retain Source Documents																	
Prepare Bank Deposits)																	
Reconcile Bank Account(s)																	
Record Income Received																	
Perform Annual Audit																	
Prepare Requisitions/Invoices																	
Maintain Purchase Receipts																	
Record Receipt of Equipment/Supplies																	
Maintain Inventory Register																	
Perform Annual Inventory																	
Prepare Payroll Checks																	
Maintain Time/Attendance Records																	
Maintain Payroll Tax Records																	
Maintain Payroll Register																	

PART V – FACILITY FISCAL INFORMATION

FISCAL FUNCTION MATRIX													
DEPENDENT CARE FACILITY: _____													
Receipt/Disbursement of Funds	Employee's Name and Functional Title												
The following are fiscal functions the Committee considers important. Indicate with a check mark all parties who perform each function. If a function is not performed, attach a sheet which explains why.													
	President	Vice President	Secretary	Treasurer	Cntr. Director	Asst. Director	Head Teacher	Teacher	Bookkeeper	Aide	Other		
RECEIPT OF FUNDS													
Collect Parent Fees													
Receive Donations/Grants													
Receive Other Income													
DISBURSEMENT OF FUNDS													
Orders Food /Supplies/ Equipment													
Assign Responsibility for Equipment													
Authorize Expenditures													
Sign Checks													
Distribute Payroll Checks													
Make Monthly Payments													
Pay Taxes													
Make Bank Deposits													
Maintain Petty Cash Fund													
Maintain Inventory Register													

PART V – FACILITY FISCAL INFORMATION

## PART VI – PROGRAM EXPANSION PLAN

### 1) Grant Expenditure Plan

Describe the methods that will be used to develop the project and to accomplish the major objectives described in Part II. This should include the following in a table format:

- a. The major objectives to accomplish the project (a measurable outcome).
- b. The specific activities or steps undertaken to achieve each objective.
- c. The timeframe for completing the activity in (b) above, including start and end dates.
- d. Grant funds expended.

**Note:** a Sample Grant Expenditure Plan is attached on the following page for your information. There are many project planning tools available. You may choose any format which meets generally-accepted project planning principles, as long as it incorporates elements a-d above.

### 2) Project Budget

Attach a copy of the Project Budget for the expansion of your facility. Include in the budget any personnel costs and other operating costs.

### 3. Project Personnel and Organization: Include the following information:

- a) Name of the individual who will be organizing and implementing the project.
- b) Name of individual who has authority to make contractual and fiscal decisions.
- c) Provide a description of the types of administrative support that will be provided.
- d) Attach job description or duty statement for each key position.

## SAMPLE GRANT EXENDITURE PLAN

[illegible]

## APPENDIX I: Sample Grant Agreement with Attachments

### STANDARD AGREEMENT

STATE OF CALIFORNIA

### Sample Agreement Forms: **For Reference Only**

	AGREEMENT NUMBER	AMENDMENT NUMBER
--	------------------	------------------

1. This Agreement is entered into between the State Agency and the Grantee named below  

STATE AGENCY'S NAME  
California Department Personnel Administration

GRANTEE'S NAME  
«Grantee»
2. The term of this Agreement is:      «StartDate» Through «EndDate»
3. The maximum amount                      \$ «Agreement\_Amount»  
of this Agreement is:                      (AGREEMENT AMOUNT IN WORDS)
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement: This Agreement is entered into by and between the California Department of Personnel Administration and <Grantee > to provide a dependent care center in accordance with the following exhibits which are attached hereto as a part of this Agreement. The Grantee hereby signifies acceptance of this grant award and agrees to administer the grant in accordance with the terms and conditions contained in, or incorporated by reference to, this Agreement, and any applicable statutes or regulations of the State:

Exhibit A – Grant Application Form	Page(s)
Exhibit B – Grant Agreement Terms and Conditions	Page (s)
* Exhibit C – State GTC 103 and CCC 103	Page (s)

\*View at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>GRANTEE</b>	<b>CALIFORNIA</b> <b>Department of Personnel</b> <b>Administration</b> <small>Use Only</small>
GRANTEE'S NAME (If other than an individual, state whether a corporation, partnership, etc.)	
«Grantee»	
BY (Authorized Signature)	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
«Address1»	
«City», «State» «ZipCode»	
<b>STATE OF CALIFORNIA</b>	
AGENCY NAME	
California Department of Personnel Administration	
BY (Authorized Signature)	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
DPA Director	
ADDRESS	
1515 S. St., North Bldg. Suite 400, Sacramento, CA 95814	
<input type="checkbox"/> Exempt per _____	



## ***For Reference Only***

### **GRANT AGREEMENT TERMS AND CONDITIONS**

#### **1. PURPOSE**

The purpose of this grant is the expansion of a dependent care center. The Grantee agrees to use the granted funds in accordance with this Agreement.

#### **2. ACTIVITIES TO BE PERFORMED**

The Grantee agrees to meet all criteria established by the Work and Family Committee and the State Department of Personnel Administration for funding under the Work and Family Dependent Care Expansion Grant (Reference: Dependent Care Expansion Grant Application Forms.)

#### **3. PERIOD OF PERFORMANCE**

The term of this Agreement shall be from \_\_\_\_\_ to and including\_\_\_\_\_.

#### **4. COST AND PAYMENT**

The State of California agrees to pay the Grantee an amount not to exceed \$50,000. Said amount will be expended in accordance with the spending plan set forth in the Project Operating Budget submitted by the Grantee. The Grantee is liable for any expenditure of granted funds not in accordance with the terms of this agreement.

#### **5. GENERAL TERMS AND CONDITIONS**

The sheets marked "General Terms and Conditions" are attached hereto and by this reference are incorporated herein.

#### **6. PROJECT MONITORING AND EVALUATION**

The Grantee is subject to monitoring and evaluation by the State for a period of three (3) years after the payment of this Agreement. At a minimum, the Grantee agrees to keep records of all purchases made under this Agreement and to inventory any equipment or materials purchased with these funds. The Grantee shall be subject to examination and audit by an auditor designated by the State for a period of three (3) years after this Agreement is signed.

#### **7. FINAL APPROVAL**

This Agreement has no force or effect unless approved by the State Department of Personnel Administration.

## 8. DISSOLUTION

On the closing and dissolution of this corporation, after arrangement is made for paying or adequately providing for the debts, liabilities, and obligations of the corporation, the remaining assets purchased with the funds granted herein shall be distributed to one or more dependent care organizations which are recommended by the State Department of Personnel Administration and which have established their tax-exempt status under section 501 (c) (3) of the IRS Code.

## *For Reference Only*

### **GTC 103 and CCC 103: GENERAL TERMS AND CONDITIONS AND CERTIFICATION CLAUSES**

PLEASE NOTE: In this document the term “Agreement” shall be substituted for the word “Contract”, the word “Grantee” shall be substituted for the word “Contractor”, and the word “Grant Money” shall be substituted for the word “Payments”. Additionally, Paragraphs 13 and 18 do not apply to this Agreement. To view these terms, conditions and clauses on-line please visit: <http://www.documents.dgs.ca.gov/ols/gtc%20103.doc> and <http://www.documents.dgs.ca.gov/ols/ccc-103.doc>

## ***GTC 103***

### GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 103 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: “For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

b) No state funds received under this agreement will be used to assist, promote or deter union organizing.

c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

## ***CCC-103 – for Reference Only***

### **CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

### **CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.



## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.